

# *EXHIBIT G*

## ROBERT AGEL

Page 141

1 UNITED STATES DISTRICT COURT  
 2 DISTRICT OF NEW JERSEY  
 3 Civil Action No.  
 4 97-cv-3496 (DRD) (MAS)

5 WALSH SECURITIES, INC., :  
 6 :  
 7 Plaintiff, :  
 8 :  
 9 vs. : VOLUME II  
 10 : DEPOSITION OF:  
 11 : ROBERT AGEL

12 CRISTO PROPERTY MANAGEMENT,  
 13 LTD., a/k/a G.J.L. LIMITED;  
 14 OAKWOOD PROPERTIES, INC.;  
 15 NATIONAL HOME FUNDING, INC.;  
 16 CAPITAL ASSETS PROPERTY  
 17 MANAGEMENT & INVESTMENT CO.,  
 18 INC.; CAPITAL ASSETS PROPERTY  
 19 MANAGEMENT, L.L.C.; WILLIAM  
 20 KANE; GARY GRIESER; ROBERT  
 21 SKOWRENSKI, II; RICHARD CALANNI;  
 22 RICHARD DiBENEDETTO; JAMES R.  
 23 BROWN; THOMAS BRODO; ROLAND  
 24 PIERSON; STANLEY YACKER, ESQ.;  
 25 MICHAEL ALFIERI, ESQ.; RICHARD  
 PEPSNY, ESQ.; ANTHONY M.  
 CICALASE, ESQ.; LAWRENCE CUZZI;  
 ANTHONY D'APOLITO; DAP CONSULTING,  
 INC.; COMMONWEALTH LAND TITLE  
 INSURANCE CO.; NATIONS TITLE  
 INSURANCE OF NEW YORK, INC.;  
 FIDELITY NATIONAL TITLE  
 INSURANCE CO. OF NEW YORK;  
 COASTAL TITLE AGENCY; DONNA  
 PEPSNY; WEICHERT REALTORS; and  
 VECCHIO REALTY, INC., D/B/A  
 MURPHY REALTY BETTER HOMES  
 And GARDENS :

Defendants. :  
 :  
 - - - - -

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## ROBERT AGEL

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<p>1 TRANSCRIPT of the stenographic notes of</p> <p>2 the proceedings in the above-entitled matter, as</p> <p>3 taken by and before JANET BAILYN, a Certified</p> <p>4 Shorthand Reporter and Notary Public of the State of</p> <p>5 New Jersey, held at the office of MANNING, CALIENDO &amp;</p> <p>6 THOMSON, 36 West Main Street, Freehold, New Jersey,</p> <p>7 on August 5, 2010, commencing at 10:25 in the</p> <p>8 forenoon.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 INDEX</p> <p>2</p> <p>3 WITNESS DIRECT CROSS REDIRECT RECROSS</p> <p>4 ROBERT AGEL</p> <p>5 BY MR. MAGNANINI 145 264</p> <p>6 BY MR. KOTT 252 267</p> <p>7</p> <p>8 EXHIBITS</p> <p>9 NUMBER DESCRIPTION PAGE</p> <p>10 Coastal-7 Invoice dated 12/9/96 155</p> <p>11 Coastal-8 Letter dated 1/14/97 156</p> <p>12 Coastal-9 Letter dated 4/9/97 156</p> <p>13 Coastal-10 Letter dated 1/28/97 156</p> <p>14 Coastal-11 Copy of Check 156</p> <p>15 Coastal-12 Deed 156</p> <p>16 Coastal-13 Letter dated 7/15/97 156</p> <p>17 Coastal-14 Letter dated 5/29/97 157</p> <p>18 Coastal-15 Copy of Check dated 4/19/97 185</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 APPEARANCES:</p> <p>2</p> <p>3 STONE &amp; MAGNANINI, LLP</p> <p>4 BY: ROBERT MAGNANINI, ESQ.</p> <p>5 AMY WALKER WAGNER, ESQ.</p> <p>6 150 John F. Kennedy Parkway</p> <p>7 Short Hills, New Jersey 07078</p> <p>8 Attorneys for Plaintiff</p> <p>9</p> <p>10 McCARTER &amp; ENGLISH, LLP</p> <p>11 BY: DAVID R. KOTT, ESQ.</p> <p>12 Four Gateway Center</p> <p>13 100 Mulberry Street</p> <p>14 Newark, New Jersey 07102-4056</p> <p>15 Attorneys for Defendant</p> <p>16 Commonwealth Land Title Insurance Co.</p> <p>17</p> <p>18 METHESSEL &amp; WERBEL</p> <p>19 BY: MARTIN R. MCGOWAN, ESQ.</p> <p>20 3 Ethel Road Box 3012</p> <p>21 Edison, New Jersey 08818</p> <p>22 Attorneys for Defendant</p> <p>23 Coastal Title Agency</p> <p>24 FOX ROTHSCHILD, LLP</p> <p>25 BY: IRINA B. ELGART, ESQ.</p> <p>P.O. Box 5231</p> <p>Princeton, New Jersey 08543-5231</p> <p>997 Leaox Drive</p> <p>Lawrenceville, New Jersey 08648-2311</p> <p>Attorneys for Defendants, Nations Title</p> <p>Insurance of New York, Inc. and Fidelity</p> <p>National Title Insurance Company</p> <p>Of New York</p>	<p>1 ROBERT AGEL, having been duly sworn by the</p> <p>2 Notary, testified as follows:</p> <p>3 DIRECT EXAMINATION BY MR. MAGNANINI:</p> <p>4 Q. Good morning, Mr. Agel. How are you?</p> <p>5 A. Fine thanks. How are you?</p> <p>6 Q. Good. First question: Did you get a</p> <p>7 chance to review your transcript?</p> <p>8 A. No.</p> <p>9 Q. Normally you ask the question in case</p> <p>10 there's something you want to change. Do you have</p> <p>11 anything you recall you answered that you want to</p> <p>12 change an answer to or add something?</p> <p>13 A. No.</p> <p>14 Q. Then we can just proceed. I have a</p> <p>15 couple of follow-up questions so we will be less</p> <p>16 coherent than usual jumping ahead.</p> <p>17 MR. MCGOWAN: I talked with personal</p> <p>18 counsel late yesterday afternoon and indicated to him</p> <p>19 that at least the beginning portion of this</p> <p>20 deposition will be a continuation of the corporate</p> <p>21 dep and that there may or may not come a point where</p> <p>22 we're ready to go into the other. Because of some</p> <p>23 miscommunication, I don't know, I thought he was</p> <p>24 going to be available this afternoon if we got to</p> <p>25 this point, he is not, but he's authorized me to</p>

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<p style="text-align: right;">Page 254</p> <p>1 ironically I happen to know this fellow that was the  2 seller and he had been arrested and put his  3 property -- it was a general recognizance so it's a  4 lien against all of your real estate. He -- we  5 needed that property released from the recognizance  6 in order to insure it. There were other judgments  7 against him, money suits where he had been sued and  8 we needed the property released from that judgment or  9 it would need to be paid off and discharged. Those  10 type of things.  11 Q. Is this a situation where the closing  12 has occurred and there's some lien on the property  13 that has not been taken care of at the closing?  14 A. The situation we're in right now?  15 Q. No, no, what you just referred to.  16 A. No. These are situations where they  17 probably -- not probably. Where they did clear them,  18 they did pay things off. They just didn't get us the  19 documentation.  20 Q. Does that include some of the liens  21 we're talking about in this case?  22 A. Yes, it should be, yes.  23 Q. Now, the other thing, you had mentioned  24 about Banker's Trust and Cityscape. Can you tell us  25 in lay terms what you were talking about?</p>	<p style="text-align: right;">Page 256</p> <p>1 first lien on the property so that they could  2 continue on and foreclose the property, get it back  3 ultimately on the market.  4 Q. Did that happen with a number of the  5 loans we're talking about in this case as far as you  6 know?  7 A. Yes. It happened with quite a few. I  8 don't know how many. Just from one -- loans or  9 properties that I insured when they sold after this  10 happened.  11 Q. Now, you might not know the answer to  12 this question but let me ask it: Cityscape and  13 Banker's Trust in those situations I assume would  14 have had a lawyer representing them in the mortgage  15 foreclosure. Is that correct?  16 A. Correct.  17 Q. Do you know who hired that lawyer? And  18 what I mean by that is: Do you know whether either  19 Commonwealth or Fidelity or Nations hired a lawyer  20 for Banker's Trust or for Cityscape or whether they  21 hired their own lawyers and did it?  22 A. I don't know.  23 Q. Okay. Mechanically the closing -- do  24 you call it closing protection letter or closing  25 service letter?</p>
<p style="text-align: right;">Page 255</p> <p>1 A. Yeah, in those cases they were --  2 Cityscape and Banker's Trust were -- I assumed that  3 they were lenders that bought these loans from Walsh  4 Securities.  5 Q. And I will represent to you that there's  6 been some discovery in this case indicating that  7 those lenders did purchase some of these loans from  8 Walsh.  9 A. Right.  10 MR. MAGNANINI: Let me just clarify the  11 record. Cityscape was a whole loan purchased. They  12 purchased loans. Banker's Trust was a trustee for  13 loans that Walsh Securities securitized. So Walsh  14 issued I think about a billion five in five different  15 securities so they were a trustee and a purchaser.  16 Q. So go ahead.  17 A. So what would happen in those cases, and  18 in particular probably this one right here, Bustos on  19 138 Ridge, the deed and the mortgage into Bustos --  20 the Bustos deed and then the Bustos mortgage were not  21 recorded. When the loans defaulted the lender  22 started foreclosure, discovered that the deed and  23 mortgage were not recovered and their lien had not  24 been properly perfected. So they made a motion to  25 the court to have a lien -- their lien imposed as a</p>	<p style="text-align: right;">Page 257</p> <p>1 A. Closing service letter.  2 Q. Now, I'm going to take you back and  3 switch the time period. I'm going to take you back  4 to the time of these loans when your company was  5 dealing with it. What was it called then in your  6 lingo?  7 A. Well, we would call it an AA letter, an  8 approved attorney letter. That was just our lingo  9 though. It became closing service letter sometime in  10 the late -- in the late '90s. Sometime around this  11 time.  12 Q. So closing service letter?  13 A. Yes.  14 Q. Okay. Mechanically in your office with  15 respect to these loans, physically how did you get  16 the closing service letters? And what I'm asking is:  17 Did you print them off a computer? Did you print  18 them yourself? Were they sent to you by the title  19 insurance company?  20 A. In the beginning they would come from  21 the title company. We would get a batch of them.  22 They were pre-numbered and we would -- the  23 old-fashioned way have to type the name of the  24 attorney and then all the pertinent information.  25 That didn't last very long. They took the control</p>

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1 numbers away probably in less than a year, and they  
2 were installed on our computer systems.

3 Q. Is that the case when we're talking  
4 about the time period here?

5 A. Yes.

6 Q. And how would they get installed in your  
7 computer system? Let me tell you what I'm driving at  
8 just so you know. In some of the loans that -- in  
9 some of the Commonwealth loans that Coastal was the  
10 agent in this time period there are different

11 approved attorney forms. Some have one additional  
12 paragraph and others don't, and I'm trying to figure  
13 out how that would have occurred. All out of your  
14 agency.

15 A. Probably we were exhausting a supply  
16 that we already had. Or I would have to see them to  
17 tell you whether they were preprinted or they were  
18 installed in the computer. But if they were  
19 installed in the computer, those would have been  
20 forms that we got directly from either Commonwealth  
21 or Fidelity.

22 Q. But can you help us -- assume as true  
23 just for my question, just assume it is true that in  
24 this time period there are different forms for the  
25 Commonwealth letters.

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1 A. Right.

2 Q. And I was trying to figure out how that  
3 would happen.

4 MR. MAGNANINI: David, are you saying  
5 different forms within Commonwealths forms, within  
6 Commonwealth letters themselves?

7 Q. If we look at the Commonwealth in this  
8 case -- and by Commonwealth, the ones you would have  
9 issued letters under Commonwealth's name.

10 A. Right.

11 Q. There's different forms, and one of the  
12 differences is one of the forms has an extra  
13 paragraph that the others did not and that's -- I was  
14 trying to see if you could help me with how that  
15 could occur.

16 A. It could have happened. I need to see  
17 those letters in order to give you a good answer, but  
18 my guess is is that the ones that had the extra  
19 paragraph or didn't, whichever, one of them -- one  
20 was a form that was a preprinted form that we would  
21 have to fill in information on it in the typewriter.  
22 The other one was in the computer. So when -- we  
23 would exhaust all of our forms, the preprinted forms  
24 that they gave us.

25 Q. Even if they had issued a new form,

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1 would you still use the old form?

2 A. We could have and it could have been by  
3 mistake, that's possible.

4 Q. Let me call your attention to exhibit

5 Commonwealth 6(A) from the March -- sorry, May 27,  
6 2010 deposition of a representative of Commonwealth  
7 who was Donna Sullivan and it's Bates stamped WSWT  
8 000505. It's a two-page document.

9 Can you tell whether that one was off  
10 the computer or whether that was one of the --

11 A. This is off the computer definitely.

12 Q. And how would they get on your computer?

13 That is, how would this form get on your computer?

14 That is, did it go directly from a Commonwealth  
15 computer to you or how did that work?

16 A. No. It would have been coming in  
17 through our software -- we all use approved software  
18 providers for the title industry and it would have  
19 come from that provider. They all have agreements  
20 with the underwriters as to the use and installation  
21 of their forms.

22 Q. Again, even though I represent  
23 Commonwealth this is not something I know. Does  
24 Commonwealth hire somebody to give you software?

25 A. No.

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1 Q. How does that work?

2 A. What they do is they have -- I guess  
3 they would have -- my provider right now I'll use an  
4 example. Title Support Software, TSS. They have I  
5 guess licensing agreements with Commonwealth and all  
6 the other companies to sell their -- not sell but to  
7 install their forms. They have written a package, a  
8 software package specific to title insurance. They  
9 need those forms from the various underwriters in  
10 order to install.

11 So what they do between Commonwealth and  
12 TSS I don't know. All I know is that TSS and every  
13 other provider I have had since we had computers  
14 would come and install that package which includes  
15 the closing service letter.

16 Q. Was TSS your service provider back at  
17 the time --

18 A. No.

19 Q. -- you were involved with these loans?

20 A. No.

21 Q. Did you have a service provider at the  
22 time you had these loans?

23 A. Yes.

24 Q. Did it operate essentially the way you  
25 just described TSS's operation with you?

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<p style="text-align: right;">Page 262</p> <p>1 A. Yes.</p> <p>2 Q. And do you know the mechanics of how TSS</p> <p>3 would get the Commonwealth documents?</p> <p>4 A. No.</p> <p>5 Q. I have one more subject for you, and</p> <p>6 again I'm going to paraphrase just to get you back</p> <p>7 there. You said -- and this is my use of the term.</p> <p>8 You said if there was a break in the title you would</p> <p>9 not insure the title. And I realize "break in the</p> <p>10 title" may not be the right word but you know what</p> <p>11 I'm referring to?</p> <p>12 A. Yes.</p> <p>13 Q. Could you explain that to us in lay</p> <p>14 terms?</p> <p>15 A. That would be where there would be the</p> <p>16 case here where the deed into G.J.L., the seller, was</p> <p>17 not recorded, something like that. Just using it in</p> <p>18 these terms, it's dealing where they ended up</p> <p>19 closing -- selling properties before they bought</p> <p>20 them. That would be -- it was a good term, a break</p> <p>21 in the chain of title.</p> <p>22 Q. And in that situation, if I understand</p> <p>23 your testimony, you would have been paid but you</p> <p>24 would have transmitted that to the underwriter</p> <p>25 anyway?</p>	<p style="text-align: right;">Page 264</p> <p>1 Q. When you sent the policy to the lawyer,</p> <p>2 would the lawyer be able to take action that would</p> <p>3 end up with that exception being removed?</p> <p>4 A. Yes.</p> <p>5 Q. How would the lawyer do that?</p> <p>6 A. You would record the deed in this case.</p> <p>7 That would be the proper -- record the deed and then</p> <p>8 possibly get a corrective deed from G.J.L. into</p> <p>9 Bustos and then record or rerecord the deed and</p> <p>10 rerecord the mortgage so that there would be proper</p> <p>11 sequence.</p> <p>12 Q. Full circle from where I started. After</p> <p>13 these frauds became public when you talked about</p> <p>14 Cityscape and you talked about Banker's Trust, do you</p> <p>15 know whether some unrecorded earlier deeds were</p> <p>16 recorded during the foreclosure process? That is,</p> <p>17 somebody chased them down and got them recorded?</p> <p>18 A. I do believe so, yes.</p> <p>19 Q. To solve that problem. Right?</p> <p>20 A. Yes.</p> <p>21 Q. Thank you. I don't have any further</p> <p>22 questions.</p> <p>23 MS. ELGART: I have no questions.</p> <p>24 REDIRECT EXAMINATION BY MR. MAGNANINI:</p> <p>25 Q. Just to follow up then. What happened</p>
<p style="text-align: right;">Page 263</p> <p>1 A. Yes.</p> <p>2 Q. And the reason you would have</p> <p>3 transmitted it to the underwriter anyway was the</p> <p>4 assumption based on your many years in the industry</p> <p>5 that that problem would be cured and then ultimately</p> <p>6 a policy would be issued?</p> <p>7 A. Yes. It would either be cured or I</p> <p>8 would put it in as an exception.</p> <p>9 Q. Right. And to the extent they were not</p> <p>10 cured in this case, was that because this fraud</p> <p>11 became public and everything blew up?</p> <p>12 A. Correct.</p> <p>13 Q. When you say you would have put it in</p> <p>14 with an exception, what do you mean by that?</p> <p>15 A. In this case -- in G.J.L. we would have</p> <p>16 put into the owner's policy, possibly the loan</p> <p>17 policy, I don't know if we would have put it in the</p> <p>18 loan because of the closing service letter, but we</p> <p>19 would have put: Subject to the outstanding interest</p> <p>20 of G.J.L. Limited and said that because of a lack of</p> <p>21 a deed from G.J.L. into Bustos.</p> <p>22 Q. And if -- withdrawn. When you sent that</p> <p>23 to your client -- here would your client be the</p> <p>24 lawyer?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 265</p> <p>1 when the form of the closing service letter changed,</p> <p>2 the title company changed the form? The title</p> <p>3 companies would provide it to your software provider?</p> <p>4 A. Yes.</p> <p>5 Q. And then were you instructed -- was</p> <p>6 Coastal Title instructed to destroy old versions,</p> <p>7 delete old versions?</p> <p>8 A. Yeah. You would either -- we are</p> <p>9 getting again above my pay grade but it's -- we would</p> <p>10 get a disk or a -- today we download them over the</p> <p>11 Internet, which is still something I don't know</p> <p>12 about, but we would then put the disk in and it would</p> <p>13 do whatever it did. It would modify the forms or it</p> <p>14 would delete, whatever it did, I don't know exactly</p> <p>15 what it did.</p> <p>16 Q. The reason I was following up, Mr. Agel,</p> <p>17 is you said you thought you could have issued some</p> <p>18 closing service letters in a different format by</p> <p>19 mistake.</p> <p>20 A. Yes.</p> <p>21 Q. And I would have thought that if the</p> <p>22 title company had given you new ones you would have</p> <p>23 just discarded the old ones and gone from there.</p> <p>24 A. No. They made sure -- especially if you</p> <p>25 take a look at this one it has an audit number on it.</p>

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<p style="text-align: right;">Page 266</p> <p>1 Q. 6(A)?</p> <p>2 A. Yes.</p> <p>3 Q. Where is the audit number?</p> <p>4 A. Top right. We had to account for this.</p> <p>5 Q. And is this one of the examples that --</p> <p>6 with the audit number that came preprinted?</p> <p>7 A. No, this is not preprinted.</p> <p>8 Q. So your computer would generate a</p> <p>9 different audit number for each CSL?</p> <p>10 A. Yes.</p> <p>11 Q. And that way the tight company knew what</p> <p>12 letters --</p> <p>13 A. That's right.</p> <p>14 Q. Okay. And one last question as a follow</p> <p>15 up to what Mr. Kott said. I think you had said you</p> <p>16 would -- you started answering his second to last</p> <p>17 question that said: We would not include it in the</p> <p>18 loan because of the CSL?</p> <p>19 A. I think I said we may not.</p> <p>20 Q. What did you mean by that in lay</p> <p>21 people's terms?</p> <p>22 A. If it was an exception that was related</p> <p>23 to the attorney's work but the attorney did something</p> <p>24 wrong, in this case record the deed, we may not be --</p> <p>25 I would try to put it in the mortgage policy. I</p>	<p style="text-align: right;">Page 268</p> <p>1 (The deposition is concluded at 3:42</p> <p>2 p.m.)</p> <p>3</p> <p>4</p> <p>5</p> <p>6 ROBERT AGEL</p> <p>7 Subscribed and sworn to before me</p> <p>8 this ____ day of _____, 2010.</p> <p>9</p> <p>10 Notary Public</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 267</p> <p>1 would put it in and if asked to omit it, we would</p> <p>2 have to get clearance -- I would have to get</p> <p>3 clearance from the underwriter.</p> <p>4 Q. Because it concerned a mistake by the</p> <p>5 closing attorney?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. I think that's all I have.</p> <p>8 RECROSS EXAMINATION BY MR. KOTT:</p> <p>9 Q. Are you an attorney?</p> <p>10 A. No.</p> <p>11 Q. Are you familiar with all of the New</p> <p>12 Jersey cases that interpret closing service letters?</p> <p>13 A. No.</p> <p>14 Q. So when you say -- when you said, and I</p> <p>15 am going to paraphrase, if it was a mistake of an</p> <p>16 attorney then it would be under the closing service</p> <p>17 letter, do you know whether all mistakes of attorneys</p> <p>18 are covered by the closing service letter or just</p> <p>19 certain types of mistakes?</p> <p>20 A. I don't know.</p> <p>21 Q. As to what the closing service letter</p> <p>22 actually covers, that you would leave to judges and</p> <p>23 lawyers?</p> <p>24 A. Yes.</p> <p>25 Q. Thank you. I have no further questions.</p>	<p style="text-align: right;">Page 269</p> <p>1 CERTIFICATE.</p> <p>2</p> <p>3 I, JANET BAILYN, a Notary Public and</p> <p>4 Certified Court Reporter of the State of New Jersey,</p> <p>5 do hereby certify that prior to the commencement of</p> <p>6 the examination ROBERT AGEL was duly sworn by me to</p> <p>7 testify the truth, the whole truth and nothing but</p> <p>8 the truth.</p> <p>9 I DO FURTHER CERTIFY that the foregoing</p> <p>10 is a true and accurate transcript of the testimony as</p> <p>11 taken stenographically by and before me at the time,</p> <p>12 place and on the date hereinbefore set forth.</p> <p>13 I DO FURTHER CERTIFY that I am neither a</p> <p>14 relative nor employee nor attorney nor counsel of any</p> <p>15 of the parties to this action, and that I am neither</p> <p>16 a relative nor employee of such attorney or counsel,</p> <p>17 and that I am not financially interested in the</p> <p>18 action.</p> <p>19</p> <p>20</p> <p>21 Notary Public of the State of New Jersey</p> <p>22 My commission expires February 3, 2013</p> <p>23 License No. XI00970</p> <p>24</p> <p>25 Date: August 9, 2010</p>

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